

## Commercial Queries For RTGCs

Sr. No.	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGL
1	2.1.1.b	4	Experience: The tenderer should be in the business of designing, manufacturing, Supplying and Commissioning of RTGCs, at least for the last seven (07) years.	1. We understand that only the PO copy from Customer on or after 2009 & performance certificate will be enough to justify this MEC. Please clarify.	P.O. copy of <b>Year 2010 or before</b> is acceptable.
2	2.1.1.d	4	d) Satisfactory Performance: At least seven (7) RTGCs supplied in the last seven (7) years must have either completed warranty period satisfactorily OR the tenderer shall provide a testimonial letter or document from previous employer (who should be from top 100 container ports during any last seven years as per international publication) towards satisfactory performance.	1. We have supplied to top 100 ports around 24 Nos RTG within these 2 years with high performance, all of them are under warranty time now. 2. We understand that in option II of this clause, if any customer fall in top 100 port list, & can issue the performance certificate (even the machine has not completed the warranty period), then this MEC clause can be accomplished. And the quantity need not to be 07 nos. Please clarify. If not, then please reduce the quantity from 07no.s to 04 nos only.	In case the machines have not completed warranty period, testimonial letter or document from previous employer ( Among top 100 container ports during any of last seven years will serve the purpose of MEC. We agree to <b>reduce the quantity from seven (7) to four(4) RTGCs</b> supplied in the last seven (7) years.
3	2.2.1	5	Tenders shall be received in the office of the Managing Director, India Ports Global Limited, 4th Floor, Nirman Bhavan, M.P. Road, Mazgaon, Mumbai - 400010, up to 15:00 Hrs. On 22.09.2017.	Since this is prestigious tender, we need time to carefully prepare it, please kindly extend the due date to 30.10.2017.	<b>The due date of submission of the RFP and opening of its technical bid is extended to 16<sup>th</sup> October 2017.</b>
4	2.4	6	EARNEST MONEY DEPOSIT (EMD):	Since Iran is sanctioned by the United States, all the Bank in China refuse to issue BG for it. <b>Please kindly instruct how to solve this issue.</b> 1.We have 100% subsidiary company/ sister	For EMD, alternatively, Demand Draft (DD), as per clause 2.4.1 ( Volume – I) is acceptable.

				<p>company in India. Is it possible that all the BG will be issued by our sister concern company in its name even if the participation will be from our end?</p> <p>2.If Corporate guarantee from our sister concern company can be accepted instead of bank guarantee?</p> <p>3.Is it possible , that our Indian sister concern company will participate &amp; the order can be placed &amp; the LC can be opened in the name of our company directly? This is only to ensure , if Indian banks may issue the BG.</p>	<p>Sister concern is not acceptable.</p> <p>Only the tenderer has to full fill this obligation.</p> <p>However 100% subsidiary of the tenderer can furnish the BG subject to being legally authorised by the Tenderer.</p> <p>Corporate guarantee is not acceptable.</p>
5	2.10.2	8	<p><b>STAMP DUTY &amp; OTHER EXPENSES:</b> All costs, charges and expenses including any duty in connection with the Contract as well as preparations and completions of agreement by IPGL or its attorneys shall be borne and payable by the Tenderer. Tenderer shall ascertain the taxes and duties to be paid on his own before the submission of the bid. All taxes duties, to be paid to any statutory bodies shall be paid by the tenderer....</p>	<p>It is mentioned here all stamp duty &amp; other expenses should be included, but in other place it is mentioned stamp duty &amp; other expenses will be exempted or reimbursed with actual amount against documents proof.</p> <p>So it is conflicted and cause confusion for contractors. To keep it simple and clear, we propose the contractor should only quote CIF price excluding all taxes &amp; duties and also the port dues &amp; piloting fee &amp; berthing fees should be exempted. Also the proposed price quotation complies with international common practice.</p>	<p>CIF value includes all duties, taxes, levies etc. at Port of Origin and vessel related charges at disport. CIF price shall not include custom duty, wharfage, expenditure on custom clearance at disport. If the contract Agreement is required to be registered by the contractor, the stamp-duty and other related expenses are to be borne by the contractor.</p>
6	2.11.4	9	...and Insurance at Site....	Once the equipments arrive at site, the insurance at site should be bought by employer.	For Insurance during installation at employer site and Third Party Liability till Final Acceptance Certificate (FAC), relevant clauses No. 3.46.2 & 3.47 prevails
7	2.11.5	10	Training at contractor's work is in two batches,	Since the training courses are the same and also it is easy for contractor to organize, we propose training at contractor's plant in only one batch.	Can be decided mutually at kick-off meeting.

8	2.11.6	10	...the quoted spare parts which will be valid for period for (02) Two years from the date final acceptance of equipments.	Since all spare parts like PLC & drive units are bought from other venders, its price will fluctuate due to market requiriement. Hence, we couldn't guarantee the price will be valid for 2 years. It will be only valid for 180 days since the due date of submission of our tender docs.	As procurement of spare parts is optional on part of IPGL and as the prices of spare parts is not taken in to consideration for evaluation of bid, the tender condition prevails.
9	2.15.15	13	b) Details of bought off out items and its quality certification plan to be provided at appropriate stage.	If one item is in main bought out item list, but actually we bought it along with other item from the integrator, hence the certificate or QC docs from the integrator will be sufficient and no requiriement for separately providing quality certification for those items.	For bought out items, the OEM's QC department certification is a must. However alternative certification can be considered if acceptable to TPIA .
10	3.9.3	23	If available, Office space including electricity and water, as indicated by the tenderer shall be provided on chargeable basis.	As the employer assistance is also the key factor to help this project successful, we wish the office space & the provided electricity & water will be provided on free basis.	Tender condition prevails
11	/	/		Once the RTG arrive at customer site, the diesel will be provided on free basis during the commissioning and test period.	Tender condition prevails, however IPGL will assist.
12	3.10.7	23	The Bills of Lading should be made to order and bank endorsed.	The Bill of lading should be blank endorsed as international common practice.	Tender condition prevails.
13	3.12	24	COMPLETION PERIOD OF WORK: Regarding option 2 Option 2: a) Supply of 05 RTGC: within a period of 12 (Twelve) months from the date of opening of Letter of Credit (LC). b) Supply of another 05 RTGC: within a period of 16 (Sixteen) months from the date of opening of Letter of Credit (LC).	Usually it takes 15 months to design, manufacturing, erection and installation, contractor plant commissioning & testing, sea transportation, customer trial running and testing. Hence we request the 1st batch of 5 RTGCs will be dispatched to customer within 15 months, and the 2nd batch & the 3rd batch could be dispatched within one vessel within 20 months. The contractor should be allowed to choose the no.s of consignment (Maxm-03	Tender condition prevails.

			c) Supply of balance 04 RTGC: within a period of 20 (Twenty) months from the date of opening of Letter of Credit (LC).	consignments & Minm 02 consignments) with in the contractual period.	
14	3.24.1	28	Regarding PDI It is clarified that the IPGL will co-operate to complete the pre dispatch inspection soonest possible.	It is suggested to clearly mention PDI will be finished within 1 week.	Will be completed within 10 days of being notified.
15	3.24.2	28	...or his authorised representative or TPIA	Since the manufacturer is in China & English is not common language, to ensure the communications in efficient way and excute the project smoothly , we suggest the deputed two engineer will be Chinese only or the pesron deputed must be fluent in Chinese.	Tender condition prevails.
16	3.26.6	31	Diagram showing stage wise activities of the project.	The break up work activities is just for reference and subject to various factors. Hence, it is only assumptive. The employer couldn't treat it as bind or contract obligation on contractor. But we accept the total contractual period at the time LOA will be the only contractual obligation.	As per clause No. 3.24.8 IPGL / TPIA shall monitor the work progress.
17	3.32	33	TERMS OF PAYMENT: (a) First stage: Initial advance up to 10 % of CIF...	We propose a terms of payment as below: a) first age: Initial advance up to 20 % of CIF Price of equipment mentioned in the LOA. Since we will submit the performance bank guarantee to ensure we execute the contract, there is no need for initial advance BG. (b) Second stage: 60 % of CIF Price mentioned in LOA after shipment of the equipment and submission of shipment documents of satisfactory evidence of shipment of equipment. Shipment Documents includes: (i) Original Bill of Lading (Clean and Shipped on	Tender condition prevails.

				<p>Board), (03) Three Copies.  (ii) Original Invoices (03) Three Copies.  (iii) Original Certificate of Origin.  (iv) Packing list for each Crane.  (c) Third stage: 10 % of CIF Price mentioned in LOA against Completion of commissioning of equipment and compliance of operation to endurance test activities and on verification and certification by Engineer-In-Charge against commissioning of equipment and handing over of the cranes for commercial operations.  (d) Fourth stage: 10 % of CIF Price mentioned in LOA after issuance of final acceptance certificate by the Engineer-In-charge for the Equipment.</p>	
18	3.32.2	34	Payments towards spare parts	<p>Since the value the spares are very high, we propose the following payments:  A 50 % of CIF Price mentioned in the LOA against delivery of Final Spare parts and Special Tools as per the list attached at Schedule – 10 (volume I) when shipping.  B 50 % of CIF Price mentioned in the LOA at Employers Main Stores duly certified by the Engineer –In -Charge for receipt of the same.</p>	As procurement of spare parts is optional on part of IPGL and as the prices of spare parts is not taken in to consideration for evaluation of bid, the tender condition prevails.
19	/	/		Teeth issues which won't affect RTG function and could be rectified at customer site won't be treated withheld reason to stop shipping of RTG.	Shipment of RTGCs will be effected <b>only</b> after issue of “ Ready for shipment” certificate from TPIA.
20	3.36.1	37	The RTGC's to be supplied under this Contract shall be guaranteed for a period of twenty four (24) months towards satisfactory performance of each component. The steel structures and paintings & anti - corrosions application	Consumable parts like tyre should also be excluded from 2 years warranty time and also warranty time should start from PAC issued date since PAC as a proof of handing over RTG to employer for commercial operation.	Warranty time starts from FAC. Also tyres of RTGCs is part of warranty for period of Two years.

			shall be guaranteed for a period of sixty (60) months and thirty six (36) months respectively and same shall be in force from the date of final acceptance of the cranes,		
21	3.36.2	37	If it becomes necessary for the Contractor to replace or renew any defective portions of the supply of the items under this clause, the provisions of this clause shall apply to the portions of the supply so replaced or renewed until the expiry of guarantee period of 24 months.	Since the whole 2 years warranty time is contractor obligation time, any renewed or replaced items will be treated as contractor has already fulfilled his obligation and the employer couldn't require those renewed or replaced items another the expiry of guarantee period of 24 months.	The replaced / renewed spares will have guarantee till the expiry of original warrantee period
22	3.47.2	43	Such insurance shall be effected with a international reputed insurance company as directed by IPGL...	The insurance company will be decided by contractor since contractor know better situation in his county. But before buying the insurance policy, we will intimate IPGPL.	Agreed.
23	3.48	43	COMPENSATION: The Contractor shall indemnify IPGL in the event being held liable to pay compensation for injury to any Contractor's servants or workmen under the any act of Islamic Republic of Iran or any other laws, acts or provisions as applicable...	Since PAC issued, such compensation should not be bind with contractor.	It is the obligation of the Contractor till FAC.
24	SCHEDULE -10	86	/	To avoid confusion, the employer should decide each type , and clearly mention the detailed list (clearly mentioned list & the quantity)of spare parts before 15 days of the tender due date. There should be no where it should be mentioned "each type". In case there will be , then contractor reserves the right to decide & supply . Employer will not be deciding the type of the particular spares.	Tender condition prevails

Sr. No.	Page & Clause No.	Tender Specification Requirements	Queries	Clarification From IPGL
25	Pg22 3.9.1 (iii)	(iii) Taxes and duties for those items / equipments which are appearing in the Price Schedule, the custom duty in Iran is exempted, however if paid, shall be initially borne by the Bidder and later reimbursed on actual by IPGL, based on production of relevant proof.	Please verify that the destination port for the RTGs is a Tax Free Zone in Iran.	Not yet.
26	Pg23 3.9.2	It shall be the responsibility of the successful Contractor to comply with all the required formalities for custom clearance at Islamic Republic of Iran and take necessary clearance required from the customs department. IPGL will reimburse the expenses on custom clearance at actual, on submission of documentary evidence / proof of it.	Please verify that IPGL or IPGL's Iranian company will be the <b>Importer on Record</b> . According to Iranian customs law, only a company registered in Iran can import material to the country. Hence, it is impossible for the supplier to be the Importer on Record.	IPGL or its SPV will be the Importer on record.
27	Pg23 3.9.2	It shall be the responsibility of the successful Contractor to comply with all the required formalities for custom clearance at Islamic Republic of Iran and take necessary clearance required from the customs department.	Please change this clause to: It shall be the responsibility of the successful Contractor <u>and the Importer on Record</u> to comply with all the required formalities for custom clearance at Islamic Republic of Iran and <del>take necessary</del> <u>the Contractor will assist the Importer on Record</u> for clearance required from the customs department.	Though IPGL or its SPV will be the Importer on Record, the successful contractor to comply with all the required formalities for custom clearance at Islamic Republic of Iran, for which IPGL will assist and reimburse the expenses on production of documentary evidence.
28	pg46 3.56	<b>Force Majeure</b> In case of change in applicable international laws and regulations in jurisdiction of the project, prohibiting delivery of equipments at agreed destination port and as per tender terms, then suitable alternative destination and cost implication thereof shall be decided by mutual agreement.	We propose as below: In case of change in applicable international laws and regulations in <del>jurisdiction of the project</del> , prohibiting <u>or hindering</u> delivery of equipments at agreed destination port and as per tender terms, then suitable alternative destination and	Clause is amended as under: <b>In case of change in applicable international laws and regulations leading to undesired impact in execution of</b>

			cost implication thereof shall be decided by mutual agreement.	<b>the Contract obligation, e.g, prohibiting delivery of equipments at agreed destination port and as per tender terms, then suitable alternative destination and cost implication thereof shall be decided by mutual agreement.</b>
29	pg85 Schedule 9	<b>Schedule 9</b> The Tenderer shall indicate in the price schedule the Price adjustment in terms of percentage of CIF value or in absolute amount against each deviation, which he may like to add to the Tender Price for withdrawing his deviation, if the same is unacceptable to the Employer.	In some situations, clarification or explanation for clarity shall have no option price. Hence, we propose to remove or change this clause accordingly.	Tenderer is expected to meet the terms of the Contract. Deviations not having price impact should be mentioned in Schedule 9.
30	pg89 Schedule 10 B	<b>Schedule 10 B</b> Pneumatic compressor installed in machinery room & power wrench with suitable head wrench and torque output.	We propose the portable pneumatic compressor can also be acceptable instead of fixed type (installed on the crane) as there is no space to install the compressor in the engine room.	Alternatively, portable pneumatic compressor of adequate capacity is also acceptable, provided one for each RTGC is offered
31	pg90 Schedule 11 Part I	<b>Schedule 11 Part I</b> However, IPGL reserves the right to place order for twelve (12) RTGCs on pro-rata basis.	The price will be calculated based on 14 RTGs and it's an undivided order. Changing in quantity will result in price change. It is not possible to calculate the best price for IPGL if the amount of RTGs can be changed. Hence, we propose to delete this clause. Alternatively, IPGL can create an optional price row in the pricing list to have an optional offer for only 12 RTGs.	Option of 12 RTGCs is removed



Sr. No .	Volume-I Clause No.	Page No.	Tenders Specification Requirements	Queries	Clarification From IPGL
32	2.1.1.a-2	4	Financial Standing:-The tenderer shall have recorded average net profit in the last (03) three years.	Average net profit in the last (03) three years to be deleted.	Agreed.
33	2.1.1.c	4	Capacity and Capability:-.....To the top hundred Container Ports	To the top hundred Container Ports to be deleted.	The MEC requirement for Capacity and Capability is amended to following extent: <b>The tenderer should have supplied at least Fourteen (14) Nos. RTGCs with similar Lifting Capacity under spreader during any of the last seven (07) years to the international container Terminal out of which at least four (04) of them shall be delivered to the Top hundred Container Ports as per independent international publication such as Lloyds list etc. along with documentary evidence.</b>
34	2.1.1.e	4	Recent Business Activities:- .....During the last (02) Two years.	During the last (02) Two years. to be deleted.	Modified to extent below: <b>The tenderer should have supplied or is in the process of manufacturing at least three (3) RTGCs during the last five (5) years. (Work order and / or completion certificate to be submitted.</b>

**The following changes/deletions may be noted:**

**The front cover of the RFP document, describing the name of the work shall read as under:**

**REQUEST FOR PROPOSAL (RFP) FOR:**

**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF FOURTEEN (14) NOS. OF NEW RUBBER TYRED GANTRY CRANEC (RTGCs), OF 40 TON CAPACITY UNDER SPREADER.**

**Also, scope of work mentioned in Tender Notice on page No. 2 of RFP document shall read as under.:**

**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND GUARANTEEING THE PERFORMANCE OF FOURTEEN (14) NOS. OF NEW RUBBER TYRED GANTRY CRANEC (RTGCs), OF 40 TON CAPACITY UNDER SPREADER.**